

## **FLSA SETTLEMENT AGREEMENT**

1. This “Agreement” is made by DeAngela Smith (“Plaintiff”), and Generations Healthcare Services, LLC, Generations Too, LLC, and Sabatha Umoette (collectively, “Defendants”).

2. Plaintiff:

- a. Agrees to settle the claims in the action *Smith v. Generations Healthcare Services, LLC, et al.*, No. 2:16-CV-807-ALM-CMV, on the terms in this Agreement.
- b. Acknowledges that this Agreement is a full and final resolution of a disputed claim arising under the FLSA and Ohio law.
- c. Accepts this Agreement as a complete resolution of any claims, against any Defendant, that arise or could arise under any wage and hour laws, and releases any wage and hour claims that she may have against the Defendants or their employees.
- d. Agrees to support a joint motion to approve this Agreement.
- e. Agrees to dismiss the pending *Smith* action if both of these occur: (1) the Court approves this Agreement; (2) Defendants make all payments due under this Agreement.

3. As to Defendants:

- a. All Defendants jointly agree to pay the Plaintiff \$20,000 within five (5) days of the approval of the settlement by the Court and execution of the dismissal entry with prejudice by all parties. This amount is characterized as follows: \$4,500 unpaid wages; \$4,500 liquidated damages; \$4,372 litigation costs; \$6,628 attorney fees.
- b. Generations Healthcare Services, LLC will issue an IRS W-2 showing \$4,500 in wage income, and will make the necessary employee tax withholdings and employer payroll tax payments on this income. It will also issue an IRS Form 1099 for the \$4,500 in liquidated damages, and will not withhold any amounts from this payment.

- c. All Defendants agree to support a joint motion to approve this Agreement.

4. The parties further agreed that the settlement proceeds will be immediately deposited into an escrow account and shall remain in said escrow account until a joint motion to approve settlement is granted or denied by the Court. If said joint motion to approve settlement is granted by the Court, then Defendant shall, within five (5) business days of Court approval and execution of the dismissal entry with prejudice by all parties, forward a cashier check in the amount of ***Twenty Thousand and 00/100 (\$20,000.00) Dollars***, made payable to DeAngela Smith, and her attorney, William Cash. However, if for any reason the Court denies said motion to approve settlement, then Defendant is free to release the funds from the escrow account and return the settlement proceeds to Defendant.

5. Plaintiff and Defendants agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with counsel. This signed Agreement was the product of negotiation between the parties, through counsel, and all parties agree that they understand the Agreement.

6. In the event that any party engages in further litigation—for damages, injunctive relief, or to otherwise enforce this Agreement—the prevailing party is entitled to all reasonable attorney fees and costs incurred.

7. There are no other agreements between the parties.

8. The parties cannot modify this Agreement except in a further writing.

9. This agreement takes effect *only* upon the signature of all parties.

**BY PLAINTIFF**

I voluntarily enter into this agreement.

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

DATE:\_\_\_\_\_

Signature:\_\_\_\_\_

DeAngela Smith

**BY DEFENDANTS**

I voluntarily enter into this agreement on behalf of Generations Healthcare Services, LLC; Generations Too, LLC; and on my own behalf.

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

DATE:\_\_\_\_\_

Signature:\_\_\_\_\_

Sabatha Umoette

Managing member, Generations Healthcare Services, LLC and Generations Too, LLC